

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Bonnie Stafiej, Special Projects Director

PREPARED BY: Bonnie Stafiej, Special Projects Director

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA TO ENTER INTO A CONTRACT AGREEMENT WITH QUALITY ROOFING OF FLORIDA, INCORPORATED FOR THE REPLACEMENT OF THE PREFABRICATED METAL ROOF AT THE BERGERON RODEO GROUNDS. (\$599,000)

REPORT IN BRIEF: The Town accepted sealed formal bids from six professional companies to replace the prefabricated roof at the Bergeron Arena. The company submitting the lowest qualifying bid was Quality Roofing of Florida Incorporated, bid #B-08-95.

PREVIOUS ACTIONS: At the October 1, 2008 Town Council Meeting, the roofing bid recommendation #B-08-95 submitted by Quality Roofing of Florida Incorporated appeared on the Council agenda as item # 4.12. The Town Council approved staffs recommendation to award the bid to Quality Roofing of Florida Incorporated and authorized staff to enter into a contract agreement with the bidder to replace the roof at the Bergeron Arena.

CONCURRENCES: None

FISCAL IMPACT: not applicable

Has request been budgeted? Yes

If yes, expected cost: \$599,000.00

Account Name: 030-3608-572-6850

RECOMMENDATION(S): Motion to Approve Resolution

Attachment(s): 1) Resolution; 2) Contract Agreement “A”,

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA TO ENTER INTO A CONTRACT AGREEMENT WITH QUALITY ROOFING OF FLORIDA, INCORPORATED FOR THE REPLACEMENT OF THE PREFABRICATED METAL ROOF AT THE BERGERON RODEO GROUNDS

WHEREAS, the Town Council of the Town of Davie, Florida has approved as a Capital Project the replacement of a prefabricated metal roof at the Bergeron Rodeo Grounds; and

WHEREAS, the Special Projects Department recommended to the Bid Specification Committee of the Town of Davie, Florida to award the bid to the lowest qualifying bidder; and

WHEREAS, it is in the best interest of the Town of Davie to enter into a contract agreement with Quality Roofing of Florida Incorporated to replace the prefabricated metal roof at the Bergeron Rodeo Grounds; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN DAVIE FLORIDA:

SECTION 1. The Town Council hereby approves the contract submitted by Quality Roofing of Florida Incorporated in the amount of \$599,000.00, to replace the prefabricated metal roof at the Bergeron Rodeo Grounds and authorized staff to begin the work needed for the replacement of the roof.

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008.

MAYOR/COUNCILMEM
BER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

Attachment "A"

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Bergeron Arena Roof Project B-08-95
AGREEMENT

THIS AGREEMENT, made and entered into on the **10th** day of **October, 2008**, by and between the Town of Davie, Florida, hereinafter called the Owner, and **Quality Roofing of Florida Incorporated**, hereinafter called the Contractor.

WITNESSETH:

1. That the Contractor, for the consideration hereafter fully set out, hereby agree with the Owner as follows:

That the Contractor shall furnish all the materials, equipment and labor to perform all the work necessary to complete the **Bergeron Arena Roof Project B-08-95** for the Town of Davie, Florida, all in full and complete accordance with the following specifications and contract documents, which are attached hereto and made a part thereof, as if fully contained herein;

Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Addenda, Construction Drawings and Specifications; the Proposal and acceptance thereof.

2. That the Contractor shall commence the work performed under this Agreement on the date specified on the Notice to Proceed order or upon the date specified on the Purchase Order issued from the Owner and shall start all work within Ten (10) calendar days from said date.

- A. **Quality Roofing of Florida Incorporated** bid a dollar amount for replacing the following:

Metal Roof 24 gauge HVHZ impact resistant. Galvalume PBR roof panels with long life fasteners with destination charge to Davie for all materials.

Wall 24 gauge HVHZ impact resistant Sig-200 PBR panels with standard fasteners. Fascia to extend 10' from roof on all sides. Price is to include destination charge to Davie for all materials.

Gutters and Downspouts Adequate gutters and downspouts must be included.

Insulation 240' x 300' reflective insulation or equivalent with necessary accessories. Material used must be resistant to punctures, weather elements and resistant to birds or animals that may peck or eat insulation.

Purlins and Girts Replace damaged and necessary purlins and girts as required by code

- B. **Time Schedules:** Quality Roofing of Florida Incorporated agrees to complete the Bergeron Arena Roof Project B-08-95 within the following time schedule:
Delivery: The number of calendar dates required to deliver materials to complete project after receipt of purchase order is **ninety (90) days.**

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Time Schedule (continued)

Prepare engineering drawing for structure and roof	<u>one (1) week</u>
Fabricate and deliver material after Town approval	<u>three (3) weeks</u>
Erect Roof Structure, Walls Insulation and Downspouts	<u>seven (7) weeks</u>

Total Project Completion

Eleven (11) weeks

3. That the Owner hereby agrees to pay the Contractor for the faithful performance of this Agreement, subject to additions and deductions as provided in the specifications or proposal, in lawful money of the United States, the amount of Five Hundred Ninety-Nine Thousand Dollars (\$599,000.00) based on the estimate quantities and unit or lump sum prices contained herein.
4. That the Owner, within thirty (30) days from the day an Architect's approved application for payment is presented to he/she, pay the contractor the amount approved by the Architect.
5. Partial payment shall be made on the basis or work performed during the preceding calendar month, less ten percent (10%) of the amount of such estimate, which is to be retained by the Owner until all work within a particular part has performed strictly within accordance with this Agreement and until such work has been accepted by the Owner.
6. That upon submission by the Contractor of evidence satisfactory to the Owner that all payrolls, material bills, and other costs incurred by the Contractor in connection with the construction of the work have been paid in full, final payment on account of this Agreement shall be made within thirty (30) days after the completion by the Contractor of all work covered by this Agreement and the acceptance of such work by the Owner.
7. It is mutually agreed between the parties hereto that time is of the essence of this Contract, and in the event the construction of the work is not completed within the

time herein specified, it is agreed that from the compensation otherwise to be paid to the Contractor, the Owner may retain the sum of **one hundred dollars (\$100.00) per day in liquidation damage cost (\$100.00)** per calendar day for each day thereafter, Sundays and Holidays included, that the work remains uncompleted, which sum shall represent the actual damages which the Owner will have sustained per day by the failure of the Contractor to complete the work within the time stipulated, and this sum is not a penalty, being the liquidated damages the Owner will have sustained in the event of such default by the Contractor.

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8. It is further mutually agreed between the parties hereto that if, at any time after the execution of the Agreement and the Surety Bond hereto attached for its faithful performance and payment, the Owner shall deem the Surety or Sureties upon such Bond to be unsatisfactory or if, for any reason, such Bond ceases to be adequate to cover the performance of the work, the Contractor shall replace the Surety at its expense, within five (5) days after the receipt of notice from such form and amount and with such Surety or Sureties as shall be satisfactory from the Owner. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Owner.
9. No additional work or extras shall be performed unless the same shall be duly authorized by appropriate action of the Owner in writing.
10. That in the event either party brings suit for enforcement of disagreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law. The Contractor shall guarantee the complete project against poor workmanship and faulty materials for a period of twelve (12) months after Certificate of Substantial Completion and shall immediately correct any defects which may appear during this period upon notification by the Owner

or the Architect. The venue for any legal action shall be in Broward County, Florida.

11. The making and acceptance of the final payment shall constitute a waiver of all claims by the Owner other than those arising from unsettled liens, from faulty work appearing within twelve (12) months after final payment, or from requirements of all specifications. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.
12. The Contractor may requisition payments for work completed during the project at monthly intervals. The Contractor's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with such supporting evidence as may be required by the Architect. Each requisition shall be submitted in quintuplet (5) to the Architect for approval. Ten percent (10%) of all monies earned by the Contractor shall be retained by the Owner until the project is totally completed as specified and accepted.

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13. The Contractor shall perform all work required by the Contract Documents for the **Bergeron Arena Roof Project, Bid No. B-08-95.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in quintuplet (5) counterparts, each of which shall, without proof or accounting for the other counterpart, be deemed an original Contract.

WITNESS:

CONTRACTOR

BY

TITLE

DATE: _____

OWNER

Town of Davie, Florida
Municipal Corporation

ATTEST:

RUSSELL MUNIZ
TOWN CLERK

TOM TRUEX
MAYOR

GARY SHIMUN
TOWN ADMINISTRATOR

APPROVED AS TO FORM AND
CORRECTNESS:

DATE: _____

TOWN ATTORNEY, TOWN OF DAVIE

COUNCIL APPROVED: _____
Date

CONTRACT AMOUNT: Five Hundred Ninety-Nine Thousand Dollars (\$599,000.00)